

REMARKS

Claims 1,4,5,6 and 8 stand rejected under 35 U.S.C. § 103 as being obvious over the combination of U.S. Pat. No. 6,088,686 (“Walker”) in view of U.S. Pat. No. 6,049,784 (“Weatherly”). This rejection is respectfully traversed. Claim 1 requires a “repository management computer . . . configured to input residential housing credit payment data pertaining to a plurality of consumers and a plurality of payees from a payment processor computer and to store the residential housing credit payment data in the repository, the residential housing credit payment data including an amount paid and a date on which the amount was paid.” This limitation is neither taught nor suggested by Walker or Weatherly.

The office action relies on Walker at page 3, lines 20-22 for this teaching. However, the cited passage of Walker discusses a Maximum Debt Burden Offer and determines a total monthly debt payment, based in part on data from a monthly credit report. In other words, Walker is discussing calculating how much the total debt payments for an applicant would be, including the debt payment for the new debt which is being considered, based on information from a credit bureau report. This information is not past payment information, but rather is information concerning payments that are due in the future. Thus, the cited passages of Walker do not disclose the collection of “payment data including an amount paid and a date on which the amount was paid” as required by claim 1. Weatherly is not relied on for the teaching of this limitation and, in any event, does not supply the disclosure missing from Walker. Withdrawal of the rejection on this basis is respectfully requested.

Moreover, even if the foregoing passages of Walker did refer to payment data from a credit bureau (which it does not), Walker would still not disclose the aforementioned limitations of claim 1. This is because credit bureaus typically do not report information received from

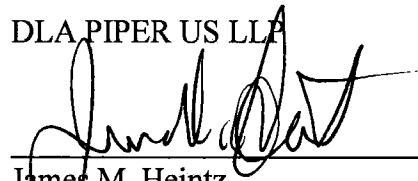
payment processors but rather report information reported to them by the payees. As discussed in the application, the use of information from a payment processor rather than a payee ensure more accurate reporting and protects the consumer from unscrupulous lenders. Moreover, the information reported by the credit bureaus does not include actual payment dates and amounts as required by claim 1, but rather includes information such as that the borrower makes payments within “bins” such as 30 days, 90 days, etc. The use of actual dates rather than “bins” ensures greater accuracy and allows for a more fine-tuned indication of creditworthiness. Again, Weatherly does not disclose these limitations missing from Walker. Accordingly, withdrawal of the rejection of claim 1 is requested for this reason as well.

All of the other rejected claims depend from claim 1 and therefore define patentable subject matter for at least the reason discussed above in connection with claim 1. Accordingly, withdrawal of the rejections of these claims is respectfully requested.

In light of the above, Applicants submit that this application is now in condition for allowance and therefore request favorable consideration. If any issues remain which the Examiner feels may be best resolved through a personal or telephonic interview, the Examiner is respectfully requested to contact Applicants’ counsel, James M. Heintz at 202.861.4167.

Respectfully submitted,

DLA PIPER US LLP

A handwritten signature in black ink, appearing to read 'James M. Heintz', is written over a horizontal line.

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